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RESIDENT PARTNER:
FRANCIS J. MORISON



Fee 10.00

August 3, 1981

AUG 4 1981-2 45 PM
INTERSTATE COMMERCE COMMISSION

8535-E
RECORDATION NO. 8535-E Filed 1425

Mrs. Agatha L. Mergenovich
Interstate Commerce Commission
12th St. and Constitution Ave., N.W.
Washington, D.C. 20423
AUG 4 1981-2 45 PM
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

Please accept for filing and recordation the following (1) Supplement No. 1 to Agreement of Guaranty, (2) Supplement No. 1 to Conditional Sale Agreement, and (3) Supplement No. 1 to Lease of Railroad Equipment, amending (1) a conditional Sale Agreement filed and recorded with the Interstate Commerce Commission on October 27, 1976 at 1:00 P.M., recordation No. 8535, and (2) a Lease of Railroad Equipment filed and recorded with the Interstate Commerce Commission on October 27, 1976 at 1:00 P.M., recordation No. 8535-B.

Please find enclosed an amended filing fee of \$10.

Yours truly,

John F. Barry
John F. Barry, III

Richard Dolan
Christopher Crowley

RECORDATION NO. 8535-~~2~~¹ Filed 1425

AUG 4

1981-2 45 PM

SUPPLEMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

INTERSTATE COMMERCE COMMISSION

Supplement No. 1 dated as of May 1, 1980 to Lease of Railroad Equipment, dated as of October 8, 1976, between William M. Gibbons, Trustee of the Property of the Chicago, Rock Island and Pacific Railroad Company ["Old Lessee"] and J.P. Morgan Interfunding Corp. ["Lessor"], covering twenty-six diesel-electric locomotives ["Lease Agreement"]. The Lease Agreement was filed and recorded with the Interstate Commerce Commission on October 27, 1976 at 1:00 P.M., recordation No. 8535-B.

In consideration of the mutual promises contained in this Supplement No. 1 to the Lease Agreement, the Old Lessee, the Lessor, and the Missouri Pacific Railroad Company ("New Lessee") agree as follows:

1. The New Lessee hereby assumes all further rights, interests, obligations and liabilities of the Old Lessee under the Lease Agreement with respect to each Unit of Equipment as to which this Supplement becomes effective except that the Lease Agreement shall be deemed amended hereby to provide that rent shall be \$141.00 for each such Unit of Equipment per day for 19 quarters (starting with and including the quarter beginning on July 1, 1980), \$132.00 per day for each such Unit for the next 28 quarters, and \$66.00 for each such Unit per day for the next 20 quarters. All payments

shall be made in advance on the basis of a ninety day quarter, except that interim rent at the rate of \$141.00 for each such Unit per day shall be payable with respect to that portion of the quarter beginning April 1, 1980 when this Supplement is effective as to such Unit and shall be payable in arrears on July 1, 1980. The term of the Lease Agreement is hereby extended to the expiration of the last of such quarters. This Supplement shall be deemed to become effective (retroactively, in case physical custody of the Units is transferred prior to completion of execution and delivery of these documents) as to a Unit of Equipment with respect to all parties at the time such Unit of Equipment shall have been (1) received by the New Lessee, or (2) released from the possession of the Old Lessee to the connecting carrier f.o.b. the interchange point on the Old Lessee's railroad lines nearest the point where such Unit was stored, prior to the execution hereof by the Old Lessee, whichever is earlier. The New Lessee agrees to accept each Unit "as is" upon delivery in such manner. The Old Lessee shall be fully and solely responsible for the costs of transporting the Units to the nearest interchange point. New Lessee shall be responsible for all other freight costs upon delivery to it f.o.b. such interchange point. New Lessee agrees to accept and lease "as is" each Unit so delivered to it except that Lessor will finance reasonable costs of running

repairs on Unit No. 4346 made in New Lessee's shops subject to reimbursement from Old Lessee therefor under the Lease. Old Lessee hereby agrees to reimburse Lessor therefor as a cost of administration. If repairs on other Units (including without limitation Unit Nos. 4344 and 4347) are required, New Lessee will bear the expense, but upon request, Lessor will file a claim as an expense of administration in Old Lessee's reorganization proceeding and Lessor will pay the full amount received in respect thereof to the New Lessee. New Lessee shall be the "Successor" under Section 10 of the Lease. New Lessee hereby acknowledges that the Lease, as supplemented hereby, is assigned to the Agent under the Lease Assignment dated as of October 8, 1976.

2. Effectiveness hereof with respect to a Unit of Equipment will release the Old Lessee from all rights, interests, obligations and liabilities under the Lease Agreement relating to such Unit incurred or accruing thereafter but not from any such rights, interests, obligations or liabilities accrued or incurred up to that time. Similarly, except to the extent agreed herein, the assumption of all future obligations and liabilities by the New Lessee at the time of effectiveness shall not be construed to include an assumption of any rights, interests, obligations or liabilities by New Lessee accrued or incurred with respect to the Units before

the moment of effectiveness.

3. Rent will be payable by the New Lessee quarterly in advance on January 1, April 1, July 1 and October 1 of each year, starting July 1, 1980.

4. Upon the effectiveness of this Supplement with respect to a Unit of Equipment (which shall be the date specified on Schedule A hereto, or if no date is specified, the date evidenced by a written statement of the Old Lessee delivered to Lessor attaching documentation showing receipt by the connecting carrier for delivery to the New Lessee f.o.b. the nearest interchange point (subject, in any event, to the completion of execution and delivery hereof and of Supplement No. 1 to the Conditional Sale Agreement and Supplement No. 1 to the Agreement of Guaranty by all parties thereto), the Lessor will refund to the Old Lessee, without interest, the pro rata portion of the rental for such Unit paid by the Old Lessee on April 4, 1980. Old Lessee will measure the amount of diesel fuel in the tanks of each Unit at the time of delivery to connecting carrier, as specified above, and may bill New Lessee for the fair market value thereof, as of such date. New Lessee agrees to pay such bills within 45 days without deduction, offset or recoupment.

5. The Old Lessee represents and warrants that it will obtain in connection herewith the approval of this

agreement by the United States District Court for the Northern District of Illinois in proceedings for the reorganization of Old Lessee under Section 77 of the Bankruptcy Act ("Reorganization Court") and that it is not necessary in connection herewith to obtain the approval of any other instrumentality of government and that this Supplement No. 1 to the Lease is a legal, valid and binding obligation of Old Lessee enforceable against Old Lessee in accordance with its terms. Except as stated herein, all terms and conditions of the Lease Agreement shall continue unchanged.

6. Subject to the final approval by the Reorganization Court, the Old Lessee is hereby completely released from all future rights and obligations (other than those, if any, which have been incurred or accrued prior to the effectiveness hereof with respect to all or any of the 26 Units of Equipment) created by the Tax Indemnity Agreement, dated as of October 8, 1976, between the Old Lessee and the Lessor.

7. The New Lessee hereby agrees that it will not take or omit to take any action which could, would or might cause the loss of the investment tax credits appurtenant to all or any of the Units of Equipment as provided for in Section 38 of the United States Internal Revenue Code. It is further agreed that, should the New Lessee by action or omission cause the loss of these investment tax credits, the New

Lessee will indemnify, defend and hold the Lessor harmless, on an after-tax basis, against all consequences of such loss.

8. New Lessee shall deliver to Lessor such evidence of its due incorporation and the authority and the authority and incumbency of its executing officers as Lessor may request and an opinion of New Lessee's counsel as to such customary matters relating hereto as Lessor may reasonably request. New Lessee represents that this Supplement No. 1 to Lease has been ratified and approved by the Board of Directors of New Lessee and is a legal, valid and binding obligation of New Lessee.

9. All references to a minimum five-year lease renewal period in Section 13 of the Lease are hereby amended to become a one-year period.

10. New Lessee will pay all (i) recording fees, (ii) reasonable fees and disbursements of Lessor's counsel and the counsel for the Senior and Junior Investors (as defined in the Conditional Sale Agreement) in connection with the recovery of the Units from Old Lessee and the leasing thereof to New Lessee and the preparation, review, execution and delivery of the related documents and (iii) the annual fee (\$1,000 plus miscellaneous out-of-pocket expenses) of the Agent payable in connection with the transactions contemplated hereby.

11. New Lessee represents and warrants as follows:

A. This Supplement No. 1 to the Lease has been duly authorized and duly executed and delivered by the New Lessee and the Lease, as so supplemented, constitutes a legal, valid and binding obligation of the New Lessee.

B. Neither the execution and delivery of this Supplement No. 1 nor the consummation of the transactions herein contemplated or the fulfillment of, or compliance with, the terms and provisions hereof and thereof by the New Lessee will conflict with, or result in a breach of, any of the terms, conditions or provisions of any bond, debenture, note, mortgage, indenture, contract or other agreement or instrument to which the New Lessee is a party or by which it or its property is bound or will constitute, with the giving of notice or the passage of time or both, a default hereunder or thereunder or will conflict with, or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, judgment or decree of any court or governmental instrumentality.

C. No approval, order or license of the Interstate Commerce Commission or any other governmental authority, federal, state or local, is necessary in

order for the Lessor to have entered into the Conditional Sale Agreement, the Lease or the Lease Assignment or to enter into Supplement No. 1 to the Conditional Sale Agreement or this Supplement No. 1 to the Lease or to perform its duties or obligations hereunder or thereunder, and the execution and delivery by the Lessor of such agreements and the performance by it of its obligations thereunder and hereunder and its ownership of the Units do not subject the Lessor to the jurisdiction of, or regulation by, the Interstate Commerce Commission or any other regulatory authority, federal, state or local and in the event that any such approval, order or license is so necessary or that such execution and delivery or performance does so subject the Lessor to any such jurisdiction or regulation solely as a result of the Lessor's ownership of the Units, the New Lessee shall not operate or otherwise utilize the affected Units in any and all jurisdictions for which any such approval, order or license is necessary or in which the Lessor shall become subject to such jurisdiction or regulation, until the New Lessee shall have either (i) obtained such approvals, orders or waivers thereof or waivers of all such

jurisdiction or regulation from the applicable federal, state and local regulatory authority, as the case may be, or (ii) in form and substance satisfactory to the Lessor, indemnified the Lessor from and against any and all claims, liabilities penalties or damages of any nature which might arise and/or result from the continued operations of the Unit or Units in any and all such jurisdictions, except for claims, liabilities, penalties or damages arising from acts or omissions of the Lessor.

D. The New Lessee has the full power and authority and legal right to carry on its principal business as now conducted.

E. There are no actions, suits or proceedings pending or threatened which, if adversely determined against the New Lessee, will materially prevent or interfere with its ability or right to perform its duties and obligations under the Lease or this Supplement No. 1 thereto.

F. The New Lessee has not directly or indirectly taken any action and will not take any action the effect of which will bring the sale of the Conditional Sale Indebtedness under the Conditional Sale Agreement or the investment by the

Vendees in the Units within the provisions of Section 5 of the Securities Act of 1933, as amended. The New Lessee has not offered any rights, claims or indebtedness under the Conditional Sale Agreement or ownership interests in the Units (or any securities similar to any of the foregoing) to, and has not solicited any offer to buy any thereof from, any person. The New Lessee makes no representations as to activities by Radnor Associates, Ltd.

G. The New Lessee has furnished to the Investors and the Lessor a consolidated balance sheet, prepared utilizing generally accepted accounting principles, of the New Lessee as of December 31, 1979 and related consolidated statements of income and retained earnings for the period then ended. Such financial statements are in accordance with the books and records of the New Lessee and have been prepared in accordance with the applicable accounting principles on a consistent basis throughout the periods covered thereby, and such financial statements fairly present the financial condition of the New Lessee at such dates and the results of its operations for such periods. Since December 31, 1979, there have been no changes which, individually

or in the aggregate, have been materially adverse to the condition, financial or otherwise, of the New Lessee as shown on the balance sheet as of such date.

H. As of the date this Supplement becomes effective with respect to each Unit of Equipment, the New Lessee has not or will not have directly or indirectly taken any action which would adversely, affect the good and marketable title of the Lessor to such Unit including, without limitation, any action which would create or result in the creation of any liens, encumbrances and claims of any nature whatsoever against such Unit, except only for the rights of the New Lessee under the Lease, as supplemented.

I. As of such effective date the Units are or will be free from all claims, liens, security interests and other encumbrances arising at any time on or after such date other than those created by the Conditional Sale Agreement, as supplemented, and any other related documents, the rights of the New Lessee under the Lease, as supplemented, and other than those resultings from claims against the Lessor not related to the ownership of the Units.

J. This Lease, the Lease Assignment, the Conditional Sale Agreement and the Assignment, each if and as supplemented, have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 13303 of the Interstate Commerce Act and, after the filing of this Supplement and Supplement No. 1 to the Conditional Sale Agreement, no other filing or recordation is necessary for the protection of the rights of the Assignee in any state of the United States of America or in the District of Columbia.

12. Lessor will hold the Senior Investor harmless against any and all claims by Radnor Associates, Ltd.

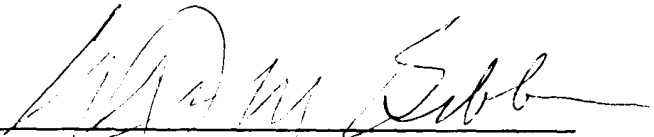
13. Schedule I to the Lease is hereby amended and restated in its entirety as set forth on Schedule B hereto.


14. This Supplement may be executed and acknowledged in one or more counterparts all of which, taken together, shall constitute one instrument.

William M. Gibbons, Trustee
of the property of the
CHICAGO, ROCK ISLAND AND
PACIFIC RAILROAD COMPANY

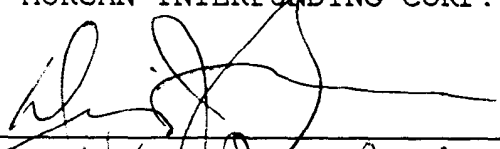
[SEAL]

Witness:

By 
Title: Treas.

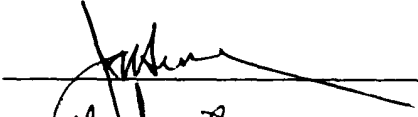

Title: Gen. Sol

J.P. MORGAN INTERFUNDING CORP.

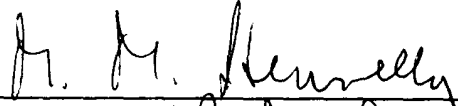
By 
Title: Vice President

[CORPORATE SEAL]

Attest:


Title: att. Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By 
Title: Sr. V.P. & Gen. Mgr.

[CORPORATE SEAL]

Attest:

Title: _____

The undersigned each hereby consents to the
execution, delivery and performance of the foregoing.

GENERAL MOTORS CORPORATION

By W. J. O'Donnell
Title: Treasurer

[CORPORATE SEAL]

Attest:

Title: _____

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 30th day of June, 1980, before me personally appeared M.M.Hennelly, to me personally known, who, being by me duly sworn, says that he is Sr.Vice President of The Missouri Pacific Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said company, by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public

JOANN SANDERS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPTEMBER 10, 1982
CITY OF ST. LOUIS

[NOTARIAL SEAL]

STATE OF)
) ss.:
COUNTY OF)

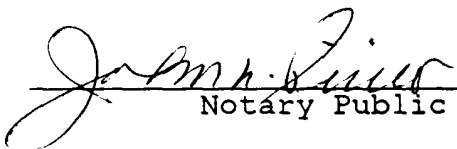
On this ____ day of May, 1980, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of General Motors Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said company, by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said company.

Notary Public

[NOTARIAL SEAL]

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)


On this 20 day of ^{June}~~May~~, 1980, before me personally appeared William M. Gibbons, to me personally known, who, being by me duly sworn, says that he is Trustee of the property of the Chicago, Rock Island and Pacific Railroad Company, that said instrument was signed and sealed by him, and that the execution of the foregoing instrument was his free act and deed as Trustee.


Notary Public

[NOTARIAL SEAL]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 3rd day of ^{August}~~May~~, 1980, before me personally appeared Dennis J. Brennan, to me personally known, who, being by me duly sworn, says that he is Vice President of J.P. Morgan Interfunding Corp., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

DIANE F. ENSANA
Notary Public, State of New York
No. 24-6192600
Qualified in Kings County
Commission Expires Mar. 30, 1982

SCHEDULE A
TO SUPPLEMENT NO. 1 TO LEASE

<u>Unit Road No.</u>	<u>Effective Date</u> <u>1980</u>
4326	April 24
4327	April 19
4328	April 23
4329	April 19
4330	April 19
4331	April 24
4332	April 19
4333	April 19
4334	April 19
4335	April 26
4336	April 19
4337	April 19
4338	April 24
4339	April 19
4340	April 29
4341	April 23
4342	April 26
4343	April 19
4344	April 23
4345	April 23
4346	April 19
4347	April 19
4348	April 27
4349	April 18
4350	April 25
4351	April 23

SCHEDULE B
TO SUPPLEMENT NO. 1 TO LEASE

AMENDED SCHEDULE I

<u>Rental Date</u>	<u>Stipulated Percent</u>
7/1/1980	108.8748691
10/1/1980	107.9573124
1/1/1981	106.8333927
4/1/1981	105.5065791
7/1/1981	103.9689214
10/1/1981	102.3620351
1/1/1982	100.7051916
4/1/1982	90.8569131
7/1/1982	89.0952791
10/1/1982	87.2787710
1/1/1983	85.4056568
4/1/1983	83.4741502
7/1/1983	81.4824092
10/1/1983	79.4285340
1/1/1984	77.3105656
4/1/1984	66.9866743
7/1/1984	64.7343952
10/1/1984	62.4117704
1/1/1985	60.0165841
4/1/1985	57.5465512
7/1/1985	55.9732538
10/1/1985	54.3864583
1/1/1986	52.7798141
4/1/1986	51.1590242
7/1/1986	49.5740294
10/1/1986	48.1047723
1/1/1987	46.6488301
4/1/1987	45.1678767
7/1/1987	43.6521738
10/1/1987	42.1410052
1/1/1988	40.6276444
4/1/1988	39.0829705
7/1/1988	37.5586266
10/1/1988	36.0921158
1/1/1989	34.6393320
4/1/1989	33.1714280
7/1/1989	31.7448139
10/1/1989	30.4001739
1/1/1990	29.0925823

<u>Rental Date</u>	<u>Stipulated Percent</u>
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4/1/1990	27.7939690
7/1/1990	26.5664723
10/1/1990	25.4548120
1/1/1991	24.4137706
4/1/1991	23.4167797
7/1/1991	22.5329446
10/1/1991	21.8121585
1/1/1992	21.2097086
4/1/1992	20.7103157
7/1/1992	20.7324331
10/1/1992	20.8827228
1/1/1993	20.1083346
4/1/1993	20.3601942
7/1/1993	20.5627461
10/1/1993	20.7632251
1/1/1994	20.9986308
4/1/1994	21.2237589
7/1/1994	21.3540339
10/1/1994	21.4251453
1/1/1995	21.4764717
4/1/1995	21.4794638
7/1/1995	21.4552421
10/1/1995	21.4308840
1/1/1996	21.3779966
4/1/1996	21.2673087
7/1/1996	21.1191607
10/1/1996	20.9597866
1/1/1997	20.7598817
Thereafter	20.0000000